



UNITED ACADEMICS PROPOSAL

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1. The objective of this Article is to secure a fair and equitable resolution of grievances at the lowest possible step of the grievance procedure. The procedures below shall be the sole method for resolving grievances.

Section 2. Definitions:

~~"Grievance" means an allegation that a bargaining unit member has been directly damaged by a specific term of this Agreement. The term "grievance" shall not include complaints related to matters of academic judgment, matters reserved to the University, or matters not grievable under this Agreement.~~

~~"Grievant" means a member of the bargaining unit who initiates a grievance.~~

~~"Academic judgment" means the judgment by the University and those acting on its behalf concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, discipline, discharge or merit salary increases, and concerning curricula and educational policy.~~

~~"Day" means a calendar day.~~

"Grievance" means any allegation that there has been a violation, misinterpretation, or improper application of the terms of this Agreement.

"Grievant" means one or more members of the bargaining unit, or the Union.

Section 3. Grievance Steps.

Step 1. (Informal)

~~A bargaining unit member shall first discuss a grievance with his or her unit head. If the unit head is the subject of the grievance, the bargaining unit member may proceed directly to Step 2. If the unit head and the bargaining unit member do not resolve the grievance within 10 days of the initial discussion, the bargaining unit member may proceed to Step 2. Any resolution reached at Step 1 shall not constitute a past practice or precedent in the disposition of other grievances.~~

Step 2 (Dean or Designee)

1 A bargaining unit member shall present a grievance to the Dean or designee, with a copy to the
2 General Counsel, in writing within 30 days after the act, omission, or commencement of the
3 condition upon which the grievance is based, or after the date on which the member knew or
4 reasonably should have known of such act, omission or condition, if that date is later. In no
5 event, however, shall grievances be presented more than 45 days after the act, omission, or
6 commencement of the condition upon which the grievance is based. The grievance shall be
7 presented on the Step 2 grievance form (Appendix XX) and shall set forth the act, omission, or
8 condition upon which the grievance is based, the date thereof, the specific provision(s) of this
9 Agreement violated, and the remedy sought. Upon receipt of the written grievance, the Dean or
10 designee will meet with the grievant and will render a written decision within 30 days of the
11 meeting. The parties may also elect to resolve the grievance informally during this period. Any
12 resolution reached at Step 2 shall not constitute a past practice or precedent in the disposition of
13 other grievances.

14 15 Step 3 (Provost or designee) Step 1. (Informal)

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17 If the grievant is not satisfied with the decision at Step 2, the grievant may present the written
18 grievance to the Provost or designee, with a copy to the General Counsel, within 10 days of the
19 decision at Step 2 on the Step 3 grievance form (Appendix XX).

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21 The Provost or designee, but not the persons who heard the grievance at Step 1 or Step 2, will
22 meet with the grievant and render a decision within 30 days of the meeting. Grievances against
23 the Provost may be filed with the President or designee in lieu of the Provost.

- 24
- 25 a) A faculty member shall first discuss a grievance with his or her unit head.
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 - 27 b) In rare cases, it may not be appropriate to initiate a grievance with a unit head. If the
28 faculty member believes that such a discussion would be inappropriate, then he or she
29 may proceed to Step 2.
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 - 31 c) The unit head will communicate a decision orally or in writing to the grievant within five
32 (5) working days of the initial discussion.
 - 33
 - 34 d) Any settlement, withdrawal or other disposition of a grievance through this informal step
35 shall not constitute any precedent in the disposition of similar grievances.
 - 36

37 Section 3. Step 2 (Dean or designee)

- 38
- 39 a) If the grievant is not satisfied with the decision at Step 1, the grievant or a Union
40 representative may present the grievance to the appropriate dean or designee. This
41 grievance must be filed within ten (10) working days of the decision at Step 1 being
42 communicated to the grievant.
 - 43

- 1 b) In the rare case that Step 1 is omitted, the grievance must be filed not later than thirty
2 (30) working days following the date on which the grievant had or could have been
3 reasonably expected to have had knowledge of the act, event, or condition which is the
4 basis of the grievance.
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6 c) The grievance shall be in writing as provided in Section 6 below.
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8 d) If the grievance is not presented by a Union representative, the Dean or designee shall
9 send a copy of the grievance to the Union forthwith.
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11 e) Grievances alleging discrimination (including sexual harassment), as defined in OAR
12 571-003-0025(1)(d), must be filed within 365 days following the date on which the
13 grievant had or could have been reasonably expected to have had knowledge of the act,
14 event, or condition which is the basis of the grievance.
15
16 f) The dean shall arrange a meeting between the dean or designee(s) and the grievant or
17 representative(s) within ten (10) working days of receipt of the written grievance. The
18 grievant is encouraged, but not required to attend.
19
20 g) If the grievant elects not to be represented by the Union, notice of the meeting shall be
21 given to the Union, and a Union representative shall be entitled to be present at the
22 meeting.
23
24 h) The dean will send a decision in writing to the grievant with a copy to the Union within
25 twenty (20) working days of the presentation of the grievance.
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27 **Section 4. Step 3 (Provost or designee)**
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- 29 a) In the event that the grievant is not satisfied with the decision at Step 2, the grievant may
30 present the written grievance to the Provost or designee within ten (10) working days of
31 the decision at Step 2.
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33 b) The Provost or designee(s), but not the persons who heard the grievance at Step 1 or Step
34 2, will convene and conduct a grievance meeting within ten (10) working days of receipt
35 of the written grievance in which the grievant and/or representative(s) shall participate.
36
37 c) If a grievant is not represented by the Union, notice of the meeting to hear the grievance
38 shall be given to the Union, and a Union representative shall be entitled to be present.
39
40 d) The Provost or designee(s) shall send a decision in writing to the grievant with a copy to
41 the Union within twenty (20) working days of the presentation of the written grievance to
42 the Provost.
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1 **Section 4. General Provisions:**

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3 (a) ~~A grievant may represent him or herself at any step in the grievance process or may elect to~~
4 ~~be accompanied or represented by a Union representative.~~

5
6 (b) ~~The parties may agree to modify the time limits in any step of the grievance procedure. At~~
7 ~~formal steps, agreements to modify time limits shall be in writing. Requests for extensions of~~
8 ~~time will not be unreasonably denied.~~

9
10 (c) ~~The University's failure at any step of this procedure to communicate the decision on the~~
11 ~~grievance within the time limit, including any extension thereof, shall be deemed a denial of the~~
12 ~~grievance. The grievant's failure at any step of this procedure to appeal to the next step within~~
13 ~~the time limit, including any extension thereof, shall be considered acceptance by the grievant of~~
14 ~~the decision rendered at the previous step.~~

15
16 (d) ~~All grievances must be submitted in writing on forms attached to this Agreement as~~
17 ~~Appendices XXX and shall be signed by the grievant. The use of electronic forms and~~
18 ~~communications is preferred. The University may refuse consideration of a grievance not filed~~
19 ~~in accordance with this Article. The University may conduct such investigation of the grievance~~
20 ~~and consider such information as it deems appropriate under the circumstances.~~

21
22 (e) ~~A grievant may withdraw a grievance at any time. A grievance may not be amended during~~
23 ~~the grievance process. If a grievant wishes to amend a grievance, he or she may refile the~~
24 ~~grievance at Step One. A grievance may not be filed for an act or omission which occurred prior~~
25 ~~to the effective date of this Agreement.~~

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27 (f) ~~All facts relevant to a grievance shall be presented by the parties with the objective expressed~~
28 ~~in Section 1 of this Article.~~

29
30 Section 5. If the Union is the grievant, the grievance shall be filed at Step 3 not later than
31 seventy-five (75) working days following the date on which the Union had or could have been
32 reasonably expected to have had knowledge of the act, event, or condition which is the basis of
33 the grievance.

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35 Within five (5) working days of filing a Step 3 grievance under this section, a representative for
36 the Union and the Provost will meet to discuss the grievance.

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38 Section 6. Written grievances should include at least:

- 39
40 a. A statement describing the nature of the grievance, the approximate date of the events
41 giving rise to the grievance, and the names of identifiable persons involved.
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1 b. The provision of this Agreement that the grievant believes to have been violated,
2 misinterpreted, or improperly applied.

3
4 c. The relief sought.

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6 **Section 7.** A grievant has the right, at any step, to self-representation or to appoint the Union as a
7 representative. A grievant may have a Union representative present at any step of the procedure.
8 If the Union does not represent the grievant, the resolution of the grievance shall not be
9 inconsistent with the terms of this Agreement.

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11 Grievants may consult with Union representatives at any time relative to a grievance, provided
12 such consultation does not interfere with the scheduled work of the parties involved.

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14 **Section 8.** The parties may agree to modify the time limits in any step of the grievance
15 procedure. At formal steps, agreements to modify time limits shall be in writing. Requests for
16 extensions of time will not be unreasonably denied.

17
18 **Section 9.** Failure at any step of this procedure to communicate the decision on the grievance
19 within the time limit, including any extension thereof, shall be deemed to constitute a denial of
20 the grievance. Failure at any step of this procedure to appeal to the next step within the time
21 limit, including any extension thereof, shall be deemed to close the case file.

22
23 **Section 10.** All facts relevant to a grievance shall be presented by the parties with the objective
24 expressed in Section 1 of this Article.

